NOTES OF CASES.

JUDICIAL ENGLISH.—"It seems that the witness, some time previous to this, had *suspicioned* that appellant was having illicit intercourse with the prosecutrix, and about November *tackled* him on the subject, and finally defendant *owned up* to him that he had been having carnal intercourse with the prosecutrix." Henderson, J., in *Anderson* v. *State* (Tex.), 45 S. W. 14.

LIFE INSURANCE—SUICIDE.—The Supreme Court of Iowa, in *Seiler* v. *Economic Life Ass'n* (76 N. W. 941), has handed down a decision, to the effect that where there is no clause prohibiting suicide in a life policy, which is payable to others than the assured, suicide by the assured, though sane, will not prevent a recovery. We called attention in a recent number (3 Va. Law Reg. 830) to a similar decision by the Supreme Court of Pennsylvania—both cases citing and distinguishing the recent case of *Ritter* v. *Mutual Life Ins. Co.* in the United States Supreme Court, where the policy was payable to the assured's personal representative.

BIGAMY — COMPETENCY OF SECOND WIFE TO TESTIFY.—It is held in *Lowery* v. *People* (Ill.), 50 N. E. 165, that in a prosecution for bigamy, the second wife, whose marriage to the accused is proved or admitted, is not competent to testify to the first marriage, if the fact of such marriage is controverted, or until it is clearly otherwise established. The reason is that proof of her own marriage makes her *prima facie* the lawful wife, until the first marriage be proved; and until this fact is established, she occupies the position of lawful wife, which, according to common law principles, renders her incompetent. *Miles* v. *U. S.*, 103 U. S. 304; 3 Greenleaf's Ev. 206.

NEGOTIABLE INSTRUMENTS — ATTORNEYS' FEES.— In the case of *Roads* v. *Webb*, 40 Atl. 129, the Supreme Court of Maine maintains the negative side of the much-disputed question as to the negotiability of a promissory note containing a stipulation for attorney's fees in case of default in payment.

The question is now set at rest in Virginia (or will be after July 1) by the Negotiable Instruments Law, which provides (sec. 2) that "the sum payable is a sum certain within the meaning of this act, although it is to be paid . . . with cost of collection or an attorney's fee, in case payment shall not be made at maturity." (Sub-sec. 5.)

PARENT AND CHILD—NEXT FRIEND—RES JUDICATA.—In *Bernard* v. *Merrill* (Me.), 40 Atl. 136, it is held that a father who, as next friend, represents his infant child in a suit to recover damages for personal injuries to the latter, is not a party to such proceeding in the sense that a judgment for the defendant is a plea in bar of a subsequent suit by the father to recover for loss of service and other damages, suffered by the father himself by reason of such injury to the child. The opinion contains a very good discussion of the question as to how far a judgment against a person who is a party in one capacity, is binding upon him in